



FOR CLERK USE ONLY
City Council
Item No.

CITY COUNCIL AGENDA FACT SHEET

General	Services Department				March 16, 2010
•	Department				Requested Date
1. 2.	provide consulta	pecify) Manager to s nt engineeri	ng servi	ces to obtain and	HDR Engineering, Inc. to di secure all environmental rovement Project.
3.	Fiscal Impact: Revenue: Cost:	Increase Decrease Increase Decrease oes Not Apply		Source: Amount: Source: Amount:	213-57003-3141 \$144,700 (Measure D)
4.	Reviewed By: Finance Dept. on Comments: City Attorney on Comments:				By:
			s form. Dead	Filing Presentation Other(specify)	ys before the scheduled meeting date.
Revie	wed by: City Clerk		-	City Manager	·
	Date			Date	

Form FIN038 (Revised 07/2009)

CITY COUNCIL AGENDA REPORT

SUBJECT: Authorize City Manager to sign an agreement with HDR Engineering, Inc. to provide consultant engineering services to obtain and secure all environmental clearances for the Cole Blvd Eastside Widening Improvement Project.

AGENDA DATE: March 16, 2010

PREPARED BY: Veronica Atondo, P.E., Interim Engineering Manager

Nick Fenley, Director of General Services Department

APPROVED FOR AGENDA BY: Victor M. Carrillo, City Manager

RECOMMENDATION: It is recommended the City Council approve the following: Authorize City Manager to Sign an Agreement with HDR Engineering, Inc. to provide consultant environmental services to expedite environmental approval and clearances for the completion of the Cole Blvd Eastside Improvement Project.

FISCAL IMPACT: \$144,700 (Measure D Funding)

BACKGROUND INFORMATION: (Prior action/information)

The City of Calexico is proposing the Cole Blvd Eastside Widening Improvement Project. This proposed project consists of Cole Blvd from Bowker Road and SR98 for approximately 0.5 miles and will widen from two lanes to a four lane facility, project description includes the widening of the Briar and Central Main Bridge. The federal funding allocated for this project is \$1,837,000. As part of the requirements for the Surface Transportation Program (STP) projects the City must obtain approval for funding obligation by no later than July 2010. In order to have the design, plans and specifications completed no later than by June 2010 the General Services Director is recommending the execution of the attached agreement.

DISCUSSION (Current consideration):

City staff recommends HDR Engineering, Inc. as the Environmental Consultant firm for the subject project. Due to the time constraints, it is crucial that the City Council approve the recommendation set forth in order to avoid losing funding for the subject project. It is essential to have environmental clearance early to ensure that all permits required and any conditions imposed are included in the final plans, specifications and estimate before the contract is advertised.

DOCUMENT(S) ATTACHED:

1. Standard Agreement for Professional Engineering Consultant Services

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AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the ___ day of <u>March</u>, 2010, by and between the City of Calexico ("City") and <u>HDR Engineering</u>, Inc., ("Consultant").

RECITALS

- A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and
- B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

AGREEMENT

- 1. <u>Scope of Services</u>. The Consultant shall furnish the following services in a professional manner. Consultant shall perform the services described on Exhibit A which is attached hereto and incorporated herein by reference. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A, subject to the direction of the City through its staff that it may provide from time to time.
- 2. <u>Time of Performance</u>. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is approved by the City. All such work shall be completed no later than <u>August 30, 2010</u>. Time is of the essence for every provision of this agreement that states a time for performance and for every deadline imposed by the City.
- 3. <u>Compensation</u>. Compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Exhibit B, which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed \$144,700.00 without additional authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.
- 4. <u>Method of Payment</u>. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff. When payments made by City equal 90% of the maximum fee provided for in this Agreement, no further payments shall be made until the final work under this Agreement has been accepted by City.

- 5. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request.
- Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.
- 7. <u>Interest of Consultant</u>. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by and during this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and
- b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)
- 8. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
- 9. <u>Indemnity</u>. Consultant [or however design professional is referenced] agrees to indemnify, including the cost to defend, the City, and its officers, agents and employees from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its agents in the performance of services under this contract. This indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence, willful misconduct or defects in design by the City or its agents, servants, or

independent contractors who are directly responsible to the City, or the active negligence of the City.

10. <u>Insurance Requirements</u>.

- a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.
 - i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City. This provision shall not apply if Consultant has no employees performing work under this Agreement. If the Consultant has no employees for the purposes of this Agreement, Consultant shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto as Exhibit C.
 - ii. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
 - iii. <u>Automobile Liability Coverage</u>. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
 - iv. <u>Errors and Omissions Liability</u>. Consultant shall maintain errors and omissions liability insurance for all work performed under this Agreement in an amount of not less than one million dollars (\$1,000,000).
 - b. <u>Policy Endorsements</u>. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

- i. The City of Calexico, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.
- ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.
- iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- iv. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.
- v. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.
- c. <u>Deductibles and Self-Insured Retentions</u>. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- d. <u>Certificates of Insurance and Endorsements</u>. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.
- 11. <u>Compliance with Laws</u>. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.
- 12. <u>Licenses</u>. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall obtain a City of Calexico Business License.

- 13. <u>Controlling Law Venue</u>. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Imperial, California.
- 14. Written Notification. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City:

City of Calexico, City Manager 608 Heber Ave.

Calexico, CA 92231

If to Consultant:

15. Consultant's Books and Records.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
- d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

- 16. <u>Entire Agreement</u>. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.
- 17. <u>Amendments.</u> This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
- 18. <u>Waiver</u>. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.
- 19. <u>Execution</u>. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
- 20. <u>Assignment and Subcontracting</u>. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
- 21. <u>Termination</u>. This Agreement may be terminated immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF CALEXICO:	CONSULTANT:
Victor M. Carrillo City Manager	
APPROVED AS TO FORM:	ATTEST:
Jennifer M. Lyon City Attorney	Lourdes Cordova City Clerk

EXHIBIT A SCOPE OF SERVICES

SCOPE OF WORK

East Cole Road Widening Environmental Documentation

This scope of work/cost estimate is provided for technical studies and California Environmental Quality Act/National Environmental Policy Act (CEQA/NEPA) documentation for the East Cole Road widening and bridge expansion project in the City of Calexico. Specifically, the project covers the widening of approximately ½ mile of East Cole Road between Bowker Road and SR-98 from two lanes to four lanes. Additionally, two bridges over Imperial Irrigation District (IID) canals will be expanded. This project will use federal funding; therefore both NEPA and CEQA clearance will be required. A Preliminary Environmental Scoping (PES) form was submitted to Caltrans under a previous task order to provide preliminary environmental information. Caltrans will ultimately decide the scope of the technical reports and CEQA/NEPA document. However, due to time constraints for the funding, HDR is providing the following scope of work based upon the project description, site conditions and typical Caltrans procedures and processes.

Task 1 Project Management/Meetings/Hearings

This task covers 40 hours for HDR's Project Manager, broken down as follows:

- 16 hours Project Management
- 18 hours City/Caltrans Coordination (meetings/conference calls)
- 6 hours City Council Hearing (preparation and attendance)

HDR will attend any additional meetings at the City's request; however they would be billed on a time and materials basis in accordance with HDR's 2010 fee schedule.

Task 2 Natural Environment Study (Minimal Impact)

Under this task, HDR will prepare a Natural Environment Study - Minimal Impact (NES-MI) to address the project's potential to impact biological resources. While the project site supports minimal vegetation, it is adjacent to mature trees and agricultural areas. Trees could support birds protected under the Migratory Bird Treaty Act. Additionally, adjacent agricultural areas could support burrowing owls.

The NES-MI will be prepared according to the NES-MI template provided on the Caltrans Standard Environmental Reference (SER) webpage and will include the following sections: summary; introduction; study methods; environmental setting (site conditions, species of concern, vegetation, and animals); project impacts; mitigation measures; required permits; references and appendices. This task includes a site visit for HDR's biologist. Additionally, up to 16 hours are provided for revisions to the screencheck and draft versions based upon City or Caltrans comments. This cost does not include any protocol surveys for sensitive species. Should the field visit identify the potential for sensitive species that would require protocol surveys, a separate scope/cost would be provided.



Deliverables:

- Screencheck NES-MI for City Review (electronic pdf)
- Draft NES-MI for Caltrans Review (electronic pdf and 3 hard copies)
- Final NES-MI (electronic pdf and 3 hard copies)

Task 3 Initial Site Assessment (Hazards)

Under this task, HDR will prepare an Initial Site Assessment (ISA) per Caltrans requirements. The assessment will include a database search for government records and regulatory reports for the project site and adjacent parcels, review of historical sources of information, and visual inspection of the site and adjoining properties, as may be possible. The ISA will document the research, observations and results of the research in a written report that specifically identifies any properties that will require further site investigations. The report will be completed to the industry standard for preparing an ISA, which is found in the American Society for Testing and Materials (ASTM) Standard E1527-05 "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process". This scope of work does not include any secondary testing. Should the ISA recommend Phase 2 analysis on any areas of concern, a separate scope and cost estimate would be prepared.

Deliverables:

- Draft Phase 1 ESA (electronic pdf and 3 hard copies)
- Final Phase 1 ESA (electronic pdf and 3 hard copies)

Task 4 Cultural Resources Analysis

The cultural resources assessment will consist of a Class III intensive cultural resources inventory including an archaeological records search, a single-day 100% coverage survey of the proposed project area, and historical research focusing on previous property owners, historic land, and IID. The assessment will conform to both NEPA and CEQA cultural resource guidelines and standards. The archaeological records search will be conducted by the South Coast Information Center, San Diego State University, CA. The records search will identify any previously conducted archaeological investigations and any previously recorded cultural resources within the proposed project area. In addition, a Sacred Lands File Search will be requested from the Native American Heritage Commission in Sacramento, California to identify any cultural properties significant to local Native American groups. The single-day reconnaissance survey, conducted by HDR/e2M staff archaeologists, is contingent on acquiring landowner permission and access. HDR/e2M staff will work with the City to get access clearances, if needed. The results of the records search and the survey will be reviewed and analyzed to identify all resources within the proposed project area. The results of the records review and the survey and management recommendations for the identified resources will be detailed in a stand alone report. The contents of this report will be used to fulfill the requirements for any Cultural Resource Compliance documents required for this project. These costs do not include any Phase III CEQA data recovery, archaeological monitoring, artifact collection, subsurface excavations, laboratory analysis, or historical research and/or Native American consultation beyond the archaeological records searches described above.



Deliverables:

- Draft Cultural Report (electronic pdf and 3 hard copies)
- Final Cultural Report (electronic pdf and 3 hard copies)

Task 5 Traffic Report

Under this task, HDR's subconsultant, Darnell & Associates (D&A) will prepare a traffic report. Specifically, D&A will undertake the following:

- Meet with HDR and the City of Calexico to discuss the study requirements and the short and long term needs of the project.
- Meet with Caltrans to discuss the project and define the study needs.
- Collect 24-hour machine counts at up to six (6) locations.
- Collect AM/PM turn counts at the following two (2) intersections: 1) Cole Road at Bowker Road, and 2) Cole Road at SR-98.
- Assemble Year 2015, 2025 and Buildout Traffic Forecasts from studies prepared for projects in the City of Calexico. Year 2035 and Buildout Volumes will be assembled from studies prepared by Caltrans and the City of Calexico General Plan Update.
- Request three (3) years of accident history for the Cole Road study limits from SWITIRS and/or Caltrans and analyze the accident data to identify any safety needs of the project area.
- Analyze the existing 2015, 2025 and Buildout Traffic Volumes for existing roadway geometrics.
 The analysis will be prepared using Synchro and/or Highway Capacity Software. The
 Intersection Lane Volume (ILV) analysis will be performed using Caltrans Procedures to identify
 required intersection and roadway needs to accommodate the projected traffic demands.
- Analyze intersections of Cole Road at Bowker Road, and Cole Road atSR-98 to determine if signal warrants are met at Cole Road at Bowker Road and required modifications to satisfy 2015, 2025 and Buildout Traffic Forecasts.
- Evaluate for the adequacy of the intersection improvements at Cole Road at SR-98 for satisfying Caltrans requirements, including intersection alignment, angle of intersection, signalization, and channelization.
- Prepare report documenting study methodology, findings, conclusions and recommendations.
- Attend up to four (4) meetings with the City of Calexico, two (2) meetings with Caltrans and one (1) Public Hearing on the project.
- Prepare final report after receipt of City of Calexico, Caltrans and Public Hearing comments.

Deliverables:

HR

- Draft traffic report (electronic pdf and 3 hard copies)
- Final traffic report (electronic pdf and 3 hard copies)

Task 6 Air Quality Report

Under this task, HDR's subconsultant Ldn Consulting will perform the following:

- Evaluate the existing conditions of the project study area; including gathering background air quality
 data, local wind patterns in the study area and identifying applicable rules, plans and thresholds of
 significance.
- The potential for local carbon monoxide (CO) impacts at signalized intersections at interchanges will be addressed in accordance with the Transportation Project-Level Carbon Monoxide Protocol. No quantitative analysis is anticipated. However, if quantitative forecasts of CO are required, EMFAC 2007 will be used.
- The potential for local air quality impacts for PM2.5 and PM10 will be addressed in accordance with the EPA and FHWA document Transportation Conformity Guidance for Qualitative Hot-spot Analyses in PM2.5 and PM10 Nonattainment and Maintenance Areas (PM Guidance).
- The process dictated by the PM Guidance document requires a determination if the project is a
 Project of Air Quality Concern (POAQC), a determination made by an interagency committee
 identified as the Transportation Conformity Working Group (TCWG). Ldn will prepare the
 application to the TCWG and participate by phone in the TCWG meeting considering the project.
- Mobile Source Air Toxics (MSATs) shall be analyzed based on the Federal Highway Administration (FHWA) interim guidance dated February 2006. It is assumed that the project will be classified as Level 1- Exempt Projects, for this section of the roadway. Neither Level 1 nor Level 2 requires a quantitative analysis of MSATs.
- The air quality analysis will describe abatement measures recommended to minimize dust and conform to Caltrans and ICAPCD rules and regulations for dust control.
- Ldn will prepare an Air Quality Analysis in accordance with the requirements of Caltrans and
 FHWA, with supplemental analysis for CEQA review in accordance with the requirements of the
 Imperial County Air Pollution Control District (ICAPCD). The Air Quality Analysis will document
 that regional long-term air quality impacts from the project have been included in the modeling for
 the Regional Transportation Plan (RTP) and the Regional Transportation Improvement Plan (RTIP).
- Ldn will summarize the results of the study in an air quality analysis report addressing the potential impacts associated with the development. Ldn will also recommended air quality mitigation measures, if needed, for to the proposed project. The reports will be prepared in a manner consistent with Caltrans and/or City format.

HX.

Deliverables:

- Draft air report(electronic pdf and 3 hard copies)
- Final air report(electronic pdf and 3 hard copies)

Task 7 Greenhouse Gas (GHG) Report

Under this task, HDR's subconsultant Ldn Consulting will prepare a technical report to address greenhouse gas emissions associated with the project. Specifically, Ldn Consulting will:

- Identify, characterize, and inventory any applicable GHG emissions currently being generated at the proposed project site. Evaluate applicable federal and state regulatory requirements (i.e., AB32).
- Evaluate applicable GHG emissions associated with heavy-duty construction equipment that will likely occur during the various phases of construction. Determine the applicable GHG emissions associated with long-term mobile source activity. Data available from the project team and technical air quality analysis will be utilized in characterizing GHG-generating activities.
- Evaluate on-site stationary and area source activity for GHG emissions, the primary source of GHG emissions on-site will occur from natural gas combustion. U.S. EPA Emission Factors and methodology will be utilized in the calculation process.
- The emissions evaluation for short-term construction and long-term mobile source activites will consider project design, and mitigation measures that have the potential to reduce GHG emissions.
- The results of this study effort will be summarized in a report following the latest Caltrans
 protocol. The analysis will discuss the latest guidelines for Climate Change analyses as well as
 any State or Federal significance.

Deliverables:

- Draft GHG report (electronic pdf and 3 hard copies)
- Final GHG report (electronic pdf and 3 hard copies)

Task 8 Noise Study Report

Under this task, HDR's subconsultant Ldn Consulting will prepare a Noise technical report to address noise associated with the project. Specifically, Ldn Consulting will:



- Conduct a site visit to preliminarily identify noise sensitive land uses and other features of the project area relevant to the noise study. Final selection of noise sensitive receptor location would be determined through consultation with a Caltrans Noise Specialist. We will coordinate with the Caltrans noise specialist to ensure that specific District 11 requirements are followed.
- Conduct a field noise survey to quantify and assess existing noise conditions at the selected noise-sensitive areas. Sound-level data shall be collected over a 10 to 30 minute period at selected locations throughout the day at up to 6 locations. In addition, one continuous 24-hour noise measurement will be conducted to determine the loudest period(s).
- Perform traffic noise modeling related to the proposed project using the FHWA Traffic Noise Model (TNM) Version 2.5 and traffic data to be provided by the project traffic engineer. TNM will be used to model worst-noise-hour noise conditions at selected receiver locations under existing conditions and horizon-year conditions with and without the proposed project.
- Once the initial noise model is set up, Ldn will calibrate the prediction model utilizing the
 ambient noise measurements, geographical locations of those measurements and the traffic
 counts.
- Traffic noise impacts of the proposed project under 23CFR772 will be assessed by determining if
 implementation of the project is projected to result in traffic noise levels under design-year
 conditions that approach or exceed the Noise Abatement Criteria (NAC) or if implementation of
 the project is predicted to result in a substantial noise increase (>12dBA) at noise-sensitive uses.
- Evaluate potential construction noise impacts using methods recommended by FHWA and Caltrans. The anticipated construction grading activities noise levels will be identified to determine if short term or cumulative impacts will occur at the adjacent property lines or identified sensitive habitat areas.
- Prepare a noise study report evaluating the noise impacts and potential noise abatement. The study will be prepared in accordance with procedures specified by FHWA in Title 23, Section 772 of the Code of Federal Regulations (CFR) (23 CFR 772) and the Caltrans Traffic Noise Analysis Protocol (Protocol).
- Provide textural and minor revisions to the draft report based upon comments received by the lead agency and Caltrans.

Deliverables:

- Draft noise study report (electronic pdf and 3 hard copies)
- Final noise study report (electronic pdf and 3 hard copies)

Task 9 CEQA/NEPA Documentation

Task 9 covers the preparation of the CEQA/NEPA documentation for the project. It is broken down into seven subtasks, as follows:

Subtask 9.1 Screencheck No.1 Initial Study/Environmental Assessment (IS/EA)

Under this task, HDR will prepare a Screencheck IS/EA for City review. The IS/EA will be prepared per the Caltrans template provided on the Caltrans SER webpage and will address the proposed project as well as the no project alternative. The IS/EA will include the following sections:

- Summary
- Table of Contents
- Proposed Project (including Purpose and Need)
- Alternatives
- Affected Environment/Environmental Setting, Environmental Consequences/Environmental
 Impacts, and Avoidance, Minimization and/or Mitigation Measures (Construction and Operation)
 - Human Environment (land use, growth, farmland)
 - Community Impacts (community character, environmental justice, utilities/emergency services, traffic, visual/aesthetics, cultural resources)
 - Physical Environment (hydrology and floodplain, water quality, geology, paleontological resources, hazards, air quality, noise)
 - Biological Environment (natural community, wetlands, plant and animal species, threatened/endangered species and invasive species)
- Construction Impacts
- Cumulative Impacts
- Climate Change (CEQA)
- Comments and Coordination
- List of Preparers
- Distribution List
- Appendix to include: Initial Study Checklist and Minimization and/or Mitigation Summary

HDR anticipates that the IS/EA will support the preparation of a Mitigated Negative Declaration and Findings of No Significant Impact (MND/FONSI); however, Caltrans, in coordination with the City, will make the ultimate determination on the type of environmental document that will be required. The Screencheck IS/EA will be submitted for City review and comment.



Deliverable:

Screencheck No. 1 IS/EA for City review (electronic pdf)

Subtask 9.2 Screencheck No.2 Initial Study/Environmental Assessment (IS/EA)

Based upon City review and comment, HDR will revise the document to produce Screencheck No.2 for Caltrans review and comment. HDR has budgeted 24 hours to address City comments.

Deliverable:

• Screencheck No. 2 IS/EA for City review (electronic pdf and 5 hardcopies)

Subtask 9.3 Draft Initial Study (MND)/Environmental Assessment (IS-MND/EA)

Based upon Caltrans review and comment, HDR will revise the document to produce the Draft IS-MND/EA for public review. HDR has budgeted 24 hours to address Caltrans comments and produce the document for public review. HDR will transmit 15 copies of the document to the State Clearinghouse for public review. The rest of the copies will be provided to the City for distribution.

Deliverable:

Draft IS/EA for public review (electronic pdf, 25 hard copies, 20 copies on CD)

Subtask 9.4 Response to Comments

At the close of the public review period, HDR will prepare responses to comments received on the document. Prior to preparing the responses, HDR will have a conference call with the City to discuss the general approach to the responses. The draft responses will be transmitted to the City for review and comment.

Deliverable:

Draft of Response to Comments (electronic pdf)

Subtask 9.5 Final IS-MND/EA-FONSI

HDR will compile the response to comments (reflecting any changes from the City) with the Final CEQA/NEPA document for Caltrans review. HDR will revise the document (up to 12 hours budgeted) to reflect final Caltrans and City comments. The final document will also include the MMRP to be prepared under Subtask 9.6.



Deliverable:

- Screencheck Final IS-MND/EA-FONSI (electronic pdf)
- Final IS-MND/EA-FONSI (electronic pdf, 25 hard copies, 20 copies on CD)

Subtask 9.6 Mitigation Monitoring and Reporting Program

HDR will prepare a Mitigation Monitoring and Reporting Program (MMRP) per the requirements of CEQA. The MMRP will be included in the Final CEQA/NEPA document to be prepared under Subtask 9.5.

Subtask 9.7 Noticing Documents

HDR will prepare all required notices, including the Notice of Intent/Notice of Availability, Notice of Completion and Notice of Determination. HDR will also draft ads for placement in the newspaper. The City will be responsible for placement of the newspaper ads, filing the Notice of Determination with the City Clerk and paying any applicable filing fees.

Deliverable:

- Notice of Intent (electronic pdf)
- Notice of Completion (electronic pdf)
- Notice of Determination (electronic pdf)

Optional Task A Noise Abatement Decision Report

If traffic noise impacts are determined in the noise study report, as defined by FHWA/Caltrans, and noise abatement must be considered, Ldn will prepare a Noise Abatement Decision Report (NADR) to evaluate the feasibility and reasonableness of noise abatement.

The NADR will provide estimates of actual total cost for feasible noise abatement identified in the noise study report, and compare those costs with reasonable costs of abatement. The NADR will provide discussion and recommendations for each barrier. Visual impacts of abatement will be discussed as needed.

The discussion will include any alternative analysis considered. Where appropriate, because of unusual costs associated with the barrier construction, it may be that noise impacts that cannot be reasonably abated. The discussion may also describe situations where even though a barrier may not be feasible or reasonable, as defined by Caltrans standards, a noise wall is recommended to partially reduce a severe noise impact.

Deliverable:

- Draft NADR (electronic pdf)
- Final NADR (electronic pdf)



Cost Estimate

Task	Cost
1 - Project Management/Meetings/Hearing (HDR)	\$6,200
Subtotal (Task 1)	\$6,200
2 – Natural Environment Study – Minimal Impact (HDR)	\$7,400
3 – Phase 1 Environmental Site Assessment (HDR)	\$4,200
4 – Cultural Resources (HDRle2m)	\$7,100
5 – Traffic Report (Darnell & Associates)	\$29,800
6 – Air Quality (Ldn Consulting)	\$14,500
7 – GHG Report (Ldn Consulting)	\$3,800
8 - Noise Study Report (Ldn Consulting)	\$20,600
Subtotal of Technical Reports (Tasks 2-8)	\$87,400
9 – CEQA/NEPA Document (HDR)	
9.1 Screencheck No.1 IS/EA	\$29,800
9.2 Screencheck No.2 IS/EA	\$3,300
9.3 Draft MND/EA	\$3,800
9.4 Response to Comments	\$7,100
9.5 Final IS/EA and MND/FONSI	\$4,900
9.6 MMRP	\$1,200
9.7 Noticing	\$1,000
Subtotal of CEQA/NEPA Documentation (Task 9)	\$51,100
TOTAL	\$144,700
Optional Task A (Ldn Consulting)	\$7,900



EXHIBIT B SCHEDULE OF CHARGES

HDR ENGINEERING, INC.

Southern California Operations

STANDARD CHARGES FOR PROFESSIONAL SERVICES

Effective January 1, 2010 to December 31, 2010

Scientists and Environmental Planners

		\$/hr
Sr. Company Officer	\$	319
Principal in Charge	\$	319
Water Res Sr Engineer	\$	233
Env & Water Res Sr PM	\$	216
Sr GIS/Sr. Designer	\$	202
Env & Water Res PM	\$	199
Sr. Project Mgr/PM	\$	171
Water Res PE	\$	125
Sr. Env Planner/Sr. Biologist	\$	155
CADD	\$	113
EIT	. \$	106
Project Administrator	\$	95
GIS Analyst	\$	92
Document Production Specialist	\$	92
Staff Engineer/Biologist/Planner	\$	83

^{*} Billing rates subject to 5% escalation effective January 1, 2011

Reimbursable Expenses

Technology Charge	\$ 3.70 per hour
Vehicle Mileage	\$ 0.50 per mile (or per IRS Regulations)

Outside Services (mark-up):

Subconsultants *	(applied to total price)
Printing *	(applied to cost of Printing)
Outside Reproduction *	(applied to cost of Outside Reproduction)
Equipment Rental *	(applied to cost of Equipment Rental)
Shipping/Postage *	

^{*} These are project by project decisions (mark-up between 5-10%)

EXHIBIT C

CERTIFICATE OF EXEMPTION FROM WORKERS' COMPENSATION INSURANCE

		person in any manno	er so as to become subject to the	
California.	Executed on this	day of	, 2010, at	,
	•	Consultant		